IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL SIDE JURISDICTION

CHAMBER SUMMONS NO.528 OF 2004
IN
SUIT NO.3918 OF 2001

Bank of Baroda ...Plaintiffs
Vs.
Balwinder Singh Barmotha & Ors. ...Defendants

None present.

CORAM: ROSHAN DALVI, J.
DATED: 19TH DECEMBER, 2005

P.C.

. Parties and Advocates absent.

2. Court Receiver has been appointed as receiver in respect of 3 trucks. The photographs annexed to the affidavit in support of the Chamber Summons shows certain trucks. It is not known whether the photographs are in respect of all the three trucks. The Court Receiver has fixed a monthly royalty to be Rs.20000/-, since the Defendant had agreed to pay the sum remaining payable in monthly instalments of Rs.20,000/-. Primafacie the report of the Court Receiver annexed as Exhibit-C to the affidavit in support of the chamber summons cannot be faulted.

3. The suit is filed for recovery of Rs.8,57,750/-. Since the Defendant has been appointed as Agent of the Court Receiver the Defendant must pay

reasonable royalty for the 3 trucks for which he is appointed as Agent, if he choose to continue to act as an Agent of the Court Receiver. The application of Defendant No.1 requires the Court to consider the quantum of royalty fixed by the Court Receiver.

4. Defendant No.1 has challenged the amount fixed by the Court Receiver as royalty on the ground that he is not in a position to pay more than Rs.5000/- per month, that only one vehicle is in working condition and that he is not in a position to earn more than Rs.5000/- per month with the said vehicle. He has contended that the other two vehicles have to be brought in working condition by carrying out repairs for which expenses to be incurred will be more than Rs.2.5 lakhs.

5. Defendant No.1 has admitted that he had agreed to pay the amount of loan in instalments of Rs.20,000/- per month being the Agent of the Court Receiver. He must work as such Agent to yield the amount atleast Rs.20000/- towards the repayment of Rs.20,000/- failing which the very order of appointment of Court Receiver would be frustrated. Hence, the following order :

. The amount fixed by the Court Receiver as royalty, considering that Defendant No.1 is the agent of the Court Receiver for as many as

3 trucks is fair and reasonable. It is not required to be reduced. Hence, the royalty fixed by the Court Receiver is confirmed.

. Defendant No.1 shall execute the agreement for payment of royalty and give usual undertakings required by the Agents to the Court Receiver within 4 weeks from today.

N.O.C.

(ROSHAN DALVI, J.)